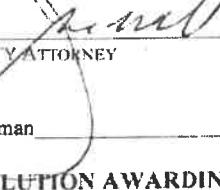


RESOLUTION

No. 19-287

Date of Adoption JUN 20 2019

Approved as to Form and Legality


JOHN MORELLI, CITY ATTORNEY

Factual content certified by


DR. SHING-FU HSUEH, PH.D., P.E., P.P.

Councilman/woman

presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO MOTT MACDONALD, LLC, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830 FOR PROFESSIONAL ENGINEERING SERVICES FOR ENVIRONMENTAL REGULATORY COMPLIANCE ISSUES IN AN AMOUNT NOT TO EXCEED \$500,000.00 -RFP2019-12

WHEREAS, the City has a need for Professional Engineering Services for Environmental Regulatory Compliance Issues for a Period of One (1) Year for the City of Trenton, Department of Water & Sewer; and

WHEREAS, a request for proposal was advertised and four (4) proposals were received on March 12, 2019, and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of Mott MacDonald, LLC, 111 Wood Avenue South, Iselin, New Jersey 08830 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

WHEREAS, funds in an amount not to exceed \$500,000.00 is available in account number(s): 9-05- -55-5500-899 contingent upon adoption of FY'2019 and FY'2020 temporary and or final budget.

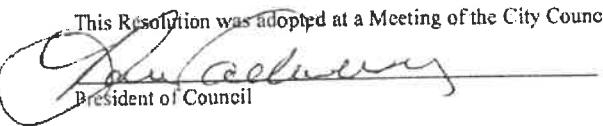
NOW, THEREFORE IT IS RESOLVED, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract with Mott MacDonald, LLC, 111 Wood Avenue South, Iselin, New Jersey 08830 for Professional Engineering Services for Environmental Regulatory Compliance Issues in an amount not to exceed \$500,000.00 for a Period of One (1) Year for the City of Trenton, Department of Water & Sewer.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.
3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY	✓				MUSCHAL	✓				MCBRIDE	✓			
CALDWELL WILSON	✓				RODRIGUEZ	✓								
HARRISON	✓				VAUGHN	✓								

JUN 20 2019

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on


President of Council


City Clerk

PROFESSIONAL SERVICES CONTRACT

**RFP2019-12
RESOLUTION 19-287**

THIS CONTRACT, made this 21st day of JUNE 2019 by and between the **CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **MOTT MACDONALD, LLC 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830** ("CONTRACTOR").

WHEREAS, the City has a need for **PROFESSIONAL ENGINEERING SERVICES FOR ENVIRONMENTAL REGULATORY COMPLIANCE ISSUES** for the City of Trenton, Department of Water & Sewer.

WHEREAS, Contractor agrees to provide **PROFESSIONAL ENGINEERING SERVICES FOR ENVIRONMENTAL REGULATORY COMPLIANCE ISSUES** for the City of Trenton, Department of Water & Sewer in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

PROFESSIONAL ENGINEERING SERVICES FOR ENVIRONMENTAL REGULATORY COMPLIANCE ISSUES for the City agrees to retain **MOTT MACDONALD, LLC 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830** ("the request of and under the general supervision of the City of Trenton, Department of Water & Sewer.

1. SCOPE OF SERVICES

SEE ATTACHED SCOPE OF SERVICES

DURATION OF THE CONTRACT:

This contract shall remain in full force and effect for a period of one (1) year from June 21, 2019 to June 20, 2020 in an amount not to exceed \$500,000.00 contingent upon FY'2020 temporary and final budget.

- 2. STATUS OF CONTRACTOR:** It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.
- 3. NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.
- 4. INTEGRATION:** Resolution #19-287 and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Water & Sewer
- 5. ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

6. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

7. **MISCELLANEOUS PROVISIONS:**

- a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality . Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.
- c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.
- d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.
- e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- f. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
- g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall

furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17:27:

1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4

MOTT MACDONALD, LLC
111 WOOD AVENUE SOUTH,
ISELIN, NEW JERSEY 08830

DATE

Seal: _____

Attest: _____

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK

DATE

CITY OF TRENTON

W. REED GUSCIORA, ESQ.

MAYOR

DATE

SCOPE OF WORK

The primary goal of this Project is to provide professional engineering services to assist the Trenton Water Works with environmental regulatory compliance issues.

II. WORK PROFESSIONAL QUALIFICATION'S AND REQUIREMENTS

The Professional shall provide, at a minimum, the following information with the proposal:

- A. **Experience:** The Qualifications shall include descriptions of previous projects performed by members of the Project team that were similar to the scope of services requested herein. Provide references as applicable. The Consulting Engineers shall be required to document experience working at a drinking water utility the same size or larger than the Trenton Water Works. This work shall include designing modifications to treatment systems to include, but not necessarily limited to lime slaking systems, ferric chloride feed systems, polymer feed systems, SCADA & control systems, liquid chlorine feed systems, water treatment, pumping, distribution, structural, etc. Also the Consultant shall demonstrate qualifications in the environmental compliance regulatory programs include, but not necessarily limited to Air Permitting, Discharge Prevention Containment and Counter measure, Discharge Confirmation Report, Public Employees Occupational Safety and Health, Spill Prevention Containment and Countermeasure and related matters.
- B. **Project Staff:** Identify one single point-of-contact Program Coordinator for this Project; all project communication with the TWW will be managed by this person. The Program Coordinator must demonstrate strong management and communication skills as demonstrated through past project management. The Professional shall provide adequate detail on the lead Project participants, including resumes. The lead Project participants must demonstrate strong technical skills as demonstrated through past and applicable project assignments. No Project staff substitutions shall be made without prior written TWW approval.
- C. **Supplementary Services:** To assist the TWW, the Professional will, upon specific written authorization by the TWW, perform certain supplementary services related to the Project, which the Professional is qualified and willing to furnish, but which were not included in the original scope of work included herein, or which can be reasonably inferred therefrom. Such additional services shall be agreed-to in writing with suitable authorizations and provisions for compensation. No supplementary work shall commence, or be considered for reimbursement, without prior written authorization from the TWW General Superintendent or through his duly authorized representative(s).

III. DURATION OF CONTRACT

Proposal for this professional service will be for approximately a period of one (1) year from the date of award.

IV. PROPOSAL FORMAT AND CONTENT

Firms shall submit their proposals in accordance with the following: